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BEFORE THE ARIZONA CORPORATION COMMISSION

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2008 JUL 29 A 11:30

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Arizona Corporation Commission

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KRISTIN MAYES, Commissioner

JUL 29 2008

GARY PIERCE, Commissioner

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mn

IN THE MATTER OF THE FORMAL

) DOCKET NO. T-01051B-08-0248

COMPLAINT AGAINST QWEST FILED BY

) AMENDING COMPLAINANTS' RESPONSE TO

STANLEY A. AND STELLA A. GORODENSKI

) QWEST'S RESPONSE TO MOTION FOR

) SUMMARY JUDGMENT

Pursuant to Rule 15.a.1 of the Arizona Rules of Civil Procedure (ARCP) and Arizona Corporation

Commission Rule A.A.C. R14-3-101.B, Complainants amend '**Complainants' Response to "QWEST**

**Corporation's Response to Motion for Summary Judgment"** and **Motion to Reconsider Motion**

**for Summary Judgment'** to provide additional facts the Commission is not aware of that shows

Respondent's response and Affidavit to Complainants' Motion for Summary Judgment has no merit and

was submitted in bad faith, and to further elucidate that there is no genuine issue of material fact to

prevent a Summary Judgment.

1. When Complainants' filed their complaint in Small Claims Court they did not base their defense on the argument that the Casual User long distance service was in violation of ASRS 44-1572.A.5. They were not aware of it at the time. Instead, Complainants based their case on the principle that QWEST was not treating their customers equally. In Respondent's written reply to the complaint (see lines 19-24, page

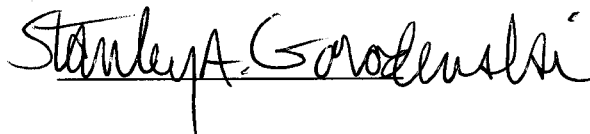
1 3 of 'Complainants' Response to Respondent's "Answer and Statement of Defenses" and Motion for  
2 Summary Judgment'), Respondent claimed Stella Gorodenski subscribed to long distance service on June  
3 17, 2000. Respondent also filed a counterclaim. Complainants filed a written response to the  
4 counterclaim, and in the last sentence stated that Complainants are prepared to show at the Hearing that  
5 Mrs. Gorodenski had not subscribed to long distance service (see Exhibit 1). This last sentence apparently  
6 motivated QWEST to recheck their records because at the Hearing they admitted she had not subscribe to  
7 long distance service on June 17, 2000, but then they claimed she was given Casual User Service in 2006  
8 (and named a specific month) and read from a printout when this statement was made (see the same  
9 citation in this paragraph). This statement took Complainants by surprise and they were not prepared to  
10 adequately argue against it. The Casual User long distance service is what Respondent used to justify the  
11 illegal charges, and even though Complainant's frail 5'2" 90 year old Mother kept saying she never asked  
12 for this service, and even though Complainant himself, i.e., Stanley A. Gorodenski, kept saying this to  
13 the Hearing Officer, apparently the Hearing Officer did not understand the meaning of it. As a result, the  
14 Officer did not rule in Complainants' favor. He dismissed the case instead of making a judgment, but it  
15 had the effect of keeping in place the illegal charges.

16  
17 2. After the Small Claims Hearing, Complainant Stanley A. Gorodenski could not understand how  
18 QWEST could impose a long distance service a customer did not request, charge an exorbitant rate for it,  
19 and then get away with it. It was at this point that he decided to do some research and discovered  
20 Respondent had violated ASRS 44-1572.A.5 and this is why we are here now. Although successful  
21 in Small Claims Court, Respondent cannot defend in this forum the Casual User long distance  
22 service that was imposed upon Stella Gorodenski in 2006 (because it is a violation of ASRS 44-  
23 1572.A.5), and so in response to Complainant's Motion for Summary Judgment Respondent  
24 submits an Affidavit, in bad faith, to attempt to shift the focus away from this to an issue of  
25 whether she was under a continuation of long distance service from US WEST since June, 2000!

1 3. Complainants will pursue settlement discussions, pursuant to the Procedural Order, in good faith,  
2 and hopes Respondent will do likewise. Complainants are prepared to proceed to a formal Hearing, if  
3 settlement discussions are unsuccessful, but it has to be emphasized that all the information to render a  
4 Summary Judgment now is in the possession of the Commission. There is nothing else Respondent can  
5 provide, except more questionable Affidavits and testimony in lieu of real evidence, perhaps deny or say  
6 a mistake was made in Small Claims Court when it was said under oath (an equivalent to the Affidavit it  
7 submitted in these proceedings) Mrs. Gorodenski was given the Casual User long distance service in  
8 2006, and hope the Commissioners will accept its assertion that she had long distance service that was a  
9 continuation of service from US WEST when in fact there is no evidence, e.g. , old phone records (except  
10 for the ones in Complainants possession, two of which have been submitted), to prove it.

11  
12 Respectfully submitted this 28<sup>th</sup> day of July, 2008.

13 By Stanley A. Gorodenski

14 

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16 Dewey, Arizona 86327  
17 Phone: 928-632-8424  
18 Email: [stanlep@commspeed.net](mailto:stanlep@commspeed.net)

19 Original and 13 copies of the foregoing  
20 mailed this 28<sup>th</sup> day of  
21 July, 2008 to:

22 Arizona Corporation Commission  
23 Docket Control  
24 1200 W. Washington St.  
25 Phoenix, Arizona 85007

Copy of the foregoing mailed  
this 28<sup>th</sup> day of July, 2008 to:

Sarah Harpring, Administrative Law Judge  
Hearing Division  
Arizona Corporation Commission  
1200 W. Washington St.  
Phoenix, Arizona 85007

Mailed this 28<sup>th</sup> day of July, 2008 to:

Norman G. Curtright  
20 E. Thomas Rd., 16<sup>th</sup> Floor  
Phoenix, Arizona 85012

**RESPONSE TO DEFENDANT'S COUNTERCLAIM**

**Case Number CC2008030366 SC**

(Response dated February 29, 2008)

Defendant's counterclaim is not a counterclaim for additional money. It is instead a complaint, without merit, that Plaintiff has not yet paid Defendant the entire amount of the long distance charge that is being disputed in this Court. Defendant complains that Plaintiff has only paid part of the disputed long distance charge, but this complaint has no merit because the partial payment is part of a payment arrangement Plaintiff and Defendant previously agreed upon. For Defendant to not know of this agreement, that was made by the appropriate unit in their own company, before filing their counterclaim with the Court demonstrates a lack of credibility on the part of Defendant, i.e., QWEST. I will now describe my negotiations with Defendant regarding the payment arrangement.

Early on I had advised my Mother that she needed to pay the disputed long distance charge while this charge is being disputed in Small Claims Court to protect her credit rating. On January 29<sup>th</sup> of this year I arranged a payment schedule with an individual in QWEST whose name is Rondi. It was agreed my Mother would pay the disputed long distance charges in three separate payments, each in the amount of \$163.60. My Mother sent the first payment before the February 2<sup>nd</sup> due date of her last monthly bill.

My Mother's next monthly bill, due on March 4<sup>th</sup>, was confusing to her and so I called QWEST and talked to an individual named Luedora in the Credit department. She verified that the amount my mother needed to send for the second payment of the disputed charges was \$163.60. My Mother is sending this payment before the March 4<sup>th</sup> due date of her monthly bill. Luedora confirmed that the third and last payment will be, as had been agreed upon on January 29<sup>th</sup>, \$163.60.

Finally, and most importantly, on February 12<sup>th</sup> I talked to an individual in the QWEST Credit department whose name is Todd. So that there would be no confusion over the payment arrangement I made for my Mother through Rondi on January 29<sup>th</sup>, my Mother was sent a statement of that agreement. It is dated February 13, 2008 and a copy of it is attached as Exhibit 1. THIS AGREEMENT WAS ON RECORD IN QWEST WHEN QWEST FILED ITS COUNTERCLAIM ON FEBRUARY 26<sup>TH</sup>.

It is unconscionable that the unit in QWEST responsible for responding to Plaintiffs' complaint was not aware of the payment agreement when they filed their counterclaim. It demonstrates their lack of credibility on this issue. At the time I negotiated the above described payment arrangement with QWEST it was not stated to me (over the phone) that there would be added interest charges to the payment schedule. These are being paid and so Plaintiffs will be demanding that these interest charges (in addition to the disputed long distance charge) also be awarded to them at the Hearing. Plaintiffs, myself and my Mother, are prepared to demonstrate at the Hearing that Defendant's claim that my Mother subscribed to a QWEST long distance plan on June 17, 2000 is completely false.

EXHIBIT 1